



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000077

NOT TO EXCEED AMOUNT:

Begin Date: 01/21/2019

Procurement Folder: 714529

Expiration Date: 01/20/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/13/20

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T158 HEAVY EQUIPMENT RENTAL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000051136: Sunbelt Rental Inc
4223 Troy Highway
Montgomery AL 36116

Contact:

Van Wilson
205-482-8902
van.wilson@sunbeltrentals.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	DAY	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (DAY) EQUIPMENT RENTAL PER (DAY) 10% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	WK	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (WEEK) EQUIPMENT RENTAL PER (WEEK) 18% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (MONTH) EQUIPMENT RENTAL PER (MONTH) 30% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MI	\$3.500000	\$0.00			\$0.00	\$0.00
9628830 - MILEAGE, SERVICE, (NOT OTHERWISE CLASSIFIED) MILEAGE, EQUIPMENT LOADED MILEAGE RATE: EQUIPMENT LOADED.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

190000000077	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 3 of 5
--------------	--------------------------------	---	-----------------------

Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000077	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 4 of 5
--------------	-------------------------	--	----------------

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

190000000077	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 5 of 5
--------------	--------------------------------	---	-----------------------

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000078

NOT TO EXCEED AMOUNT:

Begin Date: 01/21/2019

Procurement Folder: 714529

Expiration Date: 01/20/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/13/20

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T158 HEAVY EQUIPMENT RENTAL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052654: Cowin Equipment Co. Inc.
PO Box 10624
Birmingham AL 35202

Contact:

JOHN EDWARDS
205-488-3940
JEDWARDS@COWIN.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	DAY	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (DAY) EQUIPMENT RENTAL PER (DAY) 5% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	WK	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (WEEK) EQUIPMENT RENTAL PER (WEEK) 5% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (MONTH) EQUIPMENT RENTAL PER (MONTH) 10% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MI	\$6.000000	\$0.00			\$0.00	\$0.00
9628830 - MILEAGE, SERVICE, (NOT OTHERWISE CLASSIFIED) MILEAGE, EQUIPMENT LOADED MILEAGE RATE: EQUIPMENT LOADED.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

190000000078	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 3 of 5
--------------	-------------------------	--	----------------

Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000078	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 4 of 5
--------------	-------------------------	--	----------------

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

190000000078	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 5 of 5
--------------	--------------------------------	---	-----------------------

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000079

NOT TO EXCEED AMOUNT:

Begin Date: 01/21/2019

Procurement Folder: 714529

Expiration Date: 01/20/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/13/20

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA T158 HEAVY EQUIPMENT RENTAL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000119230: United Rentals(North America)
2901 Wetumpka Highway
Montgomery AL 36110

Contact:

William Bonner
3342773330
Wbonner@Ur.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	DAY	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (DAY) EQUIPMENT RENTAL PER (DAY) 10% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	WK	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (WEEK) EQUIPMENT RENTAL PER (WEEK) 10% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00
97566 - Road and Highway Equipment Rental or Lease, (Not Otherwise C EQUIPMENT RENTAL (MONTH) EQUIPMENT RENTAL PER (MONTH) 10% DISCOUNT OFF STANDARD CATALOG RATE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MI	\$3.950000	\$0.00			\$0.00	\$0.00
9628830 - MILEAGE, SERVICE, (NOT OTHERWISE CLASSIFIED) MILEAGE, EQUIPMENT LOADED MILEAGE RATE: EQUIPMENT LOADED.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 3 of 9
--------------	-------------------------	--	----------------

Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 4 of 9
--------------	-------------------------	--	----------------

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 5 of 9
--------------	--------------------------------	---	-----------------------

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 6 of 9
--------------	-------------------------	--	----------------

TERMS AND CONDITIONS

Award:

The award shall be made by line to multiple bidders who are the lowest responsible bidders meeting all specifications. The lowest responsible bidders will be determined by the four (4) highest percent discounts off the bidder's standard catalog rates for that line item, as listed on the percentage off discount line provided in the extended description for that line item of the RFB document.

Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period. THE FIRST PERIOD OF THIS CONTRACT WILL NOT BEGAN UNTIL JANUARY 20, 2019.

Delivery/Pick-up:

Equipment is to be delivered to various locations throughout the 67 counties in Alabama. The exact locations will be provided by the ordering agency, school, or university. An equipment loaded mileage rate will be added for delivery. The agency, school, or university may also choose to pick-up the equipment with no equipment loaded mileage rate for that line item.

Firm pricing:

All percentage off discount pricing must be firm for a period of one (1) year from the vendor's notification of award.

Pricing:

Please note: For the equipment rental line items, vendors are not required and must not list a unit price in the unit price space of this RFB document. Instead, the vendors are required and must list their price as a percentage discount off their standard catalog rates for that line item on the percentage discount off standard catalog rate line provided in the extended description for that line item of the RFB document. Failure to provide the pricing as outlined above will result in the rejection of your bid on that line item.

To obtain an equipment rental line item price, the agency must contact the vendor listed first with the highest percentage discount off their standard catalog rate for that line item. Only if the needed equipment is not available from that vendor, should the agency contact the vendor with the next highest percentage discount off their standard catalog rate, and so forth in that order, to obtain a price for the needed equipment. The agency will request a price quote from the contract vendor. The contract vendor must provide a quote that contains a **(copy of their standard catalog price rate)** for that equipment line item, less the percentage discount off their standard catalog rate which will equal the equipment rental price for that line item.

For the equipment loaded mileage rate line item only, the vendor is required and must provide a mileage rate price for equipment loaded in the unit price space for that line item of the RFB document. Failure to provide a price as outlined above will result in a no award of the equipment loaded mileage rate line item for that vendor.

No other pricing, fees, or costs may be accessed against this contract. Any additional pricing, fees, or costs invoiced, will not be paid against this contract. The contract vendor must remove these costs and refrain from this behavior in the future. Repeated offense of this behavior may be viewed as failure to perform per the specification, and terms and conditions

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 7 of 9
--------------	-------------------------	--	----------------

of the contract which may result in the cancelation of the vendor's contract and the vendor being debarred from bidding for an indeterminate period of time..

Purpose:

To establish a contract from the items listed for all state agencies. Contract prices must be made available to all local governmental agencies, schools, and universities.

NOTE TO ALL VENDORS: PLEASE NOT THE EXACT BID COPY REQUIREMENT ITEM NUMBER 4 UNDER AUTHORITY. FAILURE TO PROVIDE THE REQUIRED BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BI-ANNUAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID. THE VENDOR SUBSCRIPTION MUST BE MAINTAINED, AS LONG AS, THE VENDOR HOLDS THE CONTRACT. FAILURE TO MAINTAIN THE VENDOR SUBSCRIPTION, THROUGHOUT THE LIFE OF THE CONTRACT, WILL RESULT IN THE CANCELATION OF THE CONTRACT.

Vendors bidding on this RFB is encouraged to read this entire RFB document carefully and follow all instructions. Failure to read the bid document and follow the instructions may result in the rejection of the bid on a line item, or the rejection of the bid all together.

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 8 of 9
--------------	--------------------------------	---	-----------------------

EQUIPMENT RENTAL SPECIFICATIONS

ALL VENDORS WHO BID ON THIS CONTACT MUST BE ABLE TO PROVIDE SERVICE AND DELIVERY THROUGHOUT THE STATE OF ALABAMA. ALL RENTAL MUST BE EXECUTED WITHIN A REASONABLE TIME FRAME TO THE USING AGENCY. DOCUMENTED FAILURES TO PROVIDE ADEQUATE RENTAL SERVICE AND DELIVERY STATEWIDE SHALL BE GROUNDS TO CANCEL THE CONTRACT FOR NON-PERFORMANCE.

THE CONTRACT VENDORS IS TO DELIVER THE EQUIPMENT IN GOOD OPERATING CONDITION. IF THE USING AGENCY DETERMINES THE EQUIPMENT IS NOT IN GOOD OPERATING CONDITION, THE USING AGENCY HAS THE RIGHT TO REFUSE THE EQUIPMENT AT THE TIME OF DELIVERY. THE EQUIPMENT REFUSAL MUST BE DOCUMENTED AS FAILURE TO PERFORM PER THE SPECIFICATION AND TERMS AND CONDITIONS OF THE CONTRACT, AND A COPY OF THE DOCUMENT SENT TO THE BUYER LISTED ON THE FRONT OF THE CONTRACT. REPEATED OFFENSES OF FAILURE TO PERFORM PER THE SPECIFICATIONS AND TERMS AND CONDITIONS OF THE CONTRACT MAY RESULT IN THE CANCELLATION OF THE CONTRACT AND THE CONTRACT VENDOR BEING DEBARRED FROM BIDDING FOR AN INDETERMINATE PERIOD OF TIME.

INSURANCE FOR THE PROTECTION OF THE EQUIPMENT MUST BE CARRIED BY THE CONTRACT VENDOR.

VENDOR IS REQUIRED TO GO OVER ALL MAINTENANCE AND SAFETY REQUIREMENTS PRIOR TO ACCEPTANCE BY THE USING AGENCY. USING AGENCY IS REQUIRED TO PROVIDE ALL EMPLOYEES NAMES WHO ARE RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT'S WELFARE UNDER THE RENTAL CONTRACT. IT SHALL BE THE CONTRACT VENDOR'S RESPONSIBILITY TO INSURE THIS REQUIREMENT HAS BEEN DOCUMENTED AND PART OF THE RENTAL AGREEMENT.

ALL RENTALS SHALL COME FULLY FUELED AND LUBRICATED BY THE CONTRACT VENDOR. THE USING AGENCY SHALL BE RESPONSIBLE FOR PREVENTIVE MAINTENANCE WORK SUCH AS GREASING & OIL CHANGES (CONTRACT VENDOR MUST SPECIFY FREQUENCY OF PREVENTIVE MAINTENANCE IN RENTAL DOCUMENT SUPPLIED TO THE USING AGENCY AT THE TIME OF RENTAL.)

UPON COMPLETION OF RENTAL, THE EQUIPMENT IS TO BE FULLY FUELED AND LUBRICATED PRIOR TO PICKUP OR RETURN TO THE CONTRACT VENDOR.

THE CONTRACT VENDOR WILL BE RESPONSIBLE FOR ANY REPAIRS RELATING TO THE EQUIPMENT, UNLESS THE VENDOR CAN PROVIDE DOCUMENTED PROOF TO STATE PURCHASING THAT THE USING AGENCY ABUSED OR NEGLECTED THE RENTED EQUIPMENT. THE BURDEN OF PROOF REST SOLELY ON THE CONTRACT VENDOR.

RENTAL FEES DO NOT ACCRUE DURING EQUIPMENT'S DOWNTIME. DOWNTIME STARTS FROM THE TIME THE VENDOR IS NOTIFIED BY PHONE WITH A BACKUP BY EMAIL. THE USING AGENCY IS TO EMAIL THE VENDOR A REPORT OF WHAT PROBLEMS THE AGENCY IS EXPERIENCING WITH THE EQUIPMENT.

WHEN THE USING AGENCY'S, PROJECT REQUIRES IMMEDIATE REPLACEMENT/REPAIR OF THE DOWNED EQUIPMENT, THE CONTRACT VENDOR HAS A MAXIMUM OF 2 HOURS TO RESPOND TO THOSE CONCERNS. IN PROVIDING THE USING AGENCY WITH RESPONSE INFORMATION, THE AGENCY CAN MAKE A DETERMINATION OF WHETHER THE EQUIPMENT SHOULD BE REPAIRED/REPLACED BY CONTRACT VENDOR. IF THE EQUIPMENT IS TO BE REPLACED IT SHALL BE THE RESPONSIBILITY OF THE USING AGENCY TO APPROVE THE TIME FOR THE DELIVERY OF EQUIPMENT. NO ADDITIONAL

190000000079	Document Phase Final	Document Description MA T158 HEAVY EQUIPMENT RENTAL	Page 9 of 9
--------------	--------------------------------	---	-----------------------

DELIVERY COST SHALL BE INCURRED BY USING AGENCY FOR THE EQUIPMENT'S REPLACEMENT.

RENTAL: A DAY'S RENTAL WILL BE BASED ON AN EIGHT HOUR DAY WHICH WILL BE MINIMUM RENTAL PERIOD. ANY USAGE LONGER THAN THIS PERIOD WITHIN THE SAME DAY SHALL BE COMPUTED AT THE HOURLY RATE OF THE DAY RENTAL. ANY USAGE WHICH WOULD REQUIRE THE EQUIPMENT BEING LEFT ON THE JOB SITE FOR AN ADDITIONAL DAY SHALL BE COMPUTED AS ANOTHER 8-HOURS WORK. A WORK WEEK'S RENTAL WILL BE BASED ON A FIVE (5) 8-HOUR DAY OR 40 HOUR WORKWEEK. ALL OVER 40 HOURS WILL BE COMPUTED AT THE WEEKLY HOURS RATE UNTIL TIMEWORKED REACHES MONTHLY RENTAL. ONE (1) MONTHS RENTAL WILL BE BASED ON TWENTY-TWO (22) WORK DAYS AT 8-HOURS ON 176 HOURS. ANY PART OF A MONTH OVER THIS AMOUNT SHALL BE COMPUTED AT THE MONTHLY RATE.

NOTE: ANY TIME EQUIPMENT IS USED ANY PART OF A DAY, RATE WILL BE BASED ON AN 8-HOUR DAY CHARGED ON DAY, WEEKLY OR MONTHLY HOUR BASIS, WHICHEVER IS APPLICABLE.

STATE CONTRACT VENDORS ARE EXPECTED TO DEMONSTRATE PROFESSIONAL COURTESY INCLUDING, BUT NOT LIMITED TO, PROMPT RESPONSIVENESS TO APPOINTMENTS AND PHONE CALLS MADE REGARDING CONTRACT RENTALS, AND PROBLEMS, OR ISSUES WITH THE CONTRACT.

THE CONTRCT USER MUST ATTEMPT TO SOLVE ANY PROBLEM OR ISSUE WITH THE CONTRACT VENDOR. THE PROBLEM OR ISSUE MUST BE DOCUMENTED AS FAILURE TO PERFORM PER THE SPECIFICATION AND TERMS AND CONDITIONS OF THE CONTRACT, AND A COPY OF THE DOCUMENT SENT TO THE BUYER LISTED ON THE FRONT OF THE CONTRACT. REPEATED OFENSES OF FAILURE TO PERFORM PER THE SPECIFICATIONS AND TERMS AND CONDITIONS OF THE CONTRACT MAY RESULT IN THE CANCELATION OF THE CONTRCT AND THE CONTRACT VENDOR BEING DEBARRED FROM BIDDING FOR AN INDETERMINATE PERIOD OF TIME.